

BERMAN AND TODDERUD LLP
Stan Berman
(stan@btlawllp.com)
Eric Todderud
(eric@btlawllp.com)
3502 Fremont Avenue N., Suite 2
Seattle, WA 98103
Tel: (206) 279-3272

Special Counsel for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

Bankruptcy Case No. 19-30088 (DM)

PG&E CORPORATION,

Chapter 11

- and -

(Lead Case) (Jointly Administered)

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

**SUMMARY SHEET TO FOURTH INTERIM
FEE APPLICATION OF BERMAN AND
TODDERUD LLP FOR ALLOWANCE AND
PAYMENT OF COMPENSATION AND
REIMBURSEMENT OF EXPENSES
(FEBRUARY 1, 2020 THROUGH MAY 31, 2020)**

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company
☒ Affects both Debtors

Date: TBD

Time: TBD

Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

Judge: Hon. Dennis Montali

** All papers shall be filed in the Lead Case
No. 19-30088 (DM).*

**Objection Deadline: July 28, 2020
4:00 p.m. (Pacific Time)**

GENERAL INFORMATION

Name of Applicant: Berman and Todderud LLP ("Berman and Todderud" or the
"Firm")

Authorized to Provide
Professional Services to: Special Counsel for Debtors and Debtors in Possession

Petition Date: January 29, 2019

Retention Date: July 3, 2019, effective February 1, 2019 [Docket No. 2860]

Prior Applications: First Interim Fee Application (February 1, 2019 through May 31, 2019), filed October 22, 2019 [Docket No. 4383]

Second Interim Fee Application (June 1, 2019 through September 30, 2019), filed November 13, 2019 [Docket No. 4705]

Third Interim Fee Application (October 1, 2019 through January 31, 2020), filed March 11, 2020 [Docket No. 6252]

SUMMARY OF FEES AND EXPENSES SOUGHT IN THIS APPLICATION

Amount of Compensation Sought as Actual, Reasonable, and Necessary: **\$333,492.00**

Amount of Expense Reimbursement Sought as Actual, Reasonable, and Necessary: **\$0**

Total Compensation and Expenses Requested for the Compensation Period: **\$333,492.00**

SUMMARY OF PRIOR MONTHLY FEE STATEMENTS

Date Filed	Period Covered	Requested Fees	Requested Expenses	Paid Fees	Paid Expenses	Holdback Fees Requested
03/30/2020 [Dkt. No. 6517]	2/1/2020 – 2/29/2020	\$95,656.40	\$0	\$76,525.12	\$0	\$19,131.28
4/30/2020 [Dkt. No. 7008]	3/1/2020- 3/31/2020	\$115,784.40	\$0	\$92,627.52	\$0	\$23,156.88
6/1/2020 [Dkt. No. 7683]	4/1/2020- 4/30/2020	\$95,541.60	\$0	\$0	\$0	\$19,108.32
7/1/2020 [Dkt. No. 8227]	5/1/2020- 5/31/2020	\$26,509.60	\$0	\$0	\$0	\$5,301.92
TOTALS		\$333,492	\$0	\$169,152.64	\$0	\$66,698.40

Summary of any objections to the Monthly Fee Statements: None¹

Compensation sought in this Interim Fee Statement not yet paid: \$164,339.36

¹ The deadline for objections to the May 2020 Monthly Fee Statement is July 22, 2020.

COMPENSATION BY PROFESSIONAL
FEBRUARY 1, 2020 THROUGH MAY 31, 2020

The attorneys and paraprofessionals who rendered legal services in these Chapter 11 Cases during the Interim Fee Period are:

NAME OF PROFESSIONAL:	POSITION	YEAR ADMITTED	HOURLY RATE	TOTAL HOURS BILLED	TOTAL COMPENSATION
Stan Berman	Partner	1988	\$920	209.8	\$193,016.00
Eric Todderud	Partner	1987	\$692	203.0	\$140,476.00
Total Professionals:				412.8	\$333,492.00

PROFESSIONALS	BLENDED RATE (rounded to nearest dollar)	TOTAL HOURS BILLED	TOTAL COMPENSATION
TOTALS:			
Partners	\$807.88	412.8	\$333,492.00

1 **COMPENSATION BY WORK TASK CODE**
2 **FEBRUARY 1, 2020 THROUGH MAY 31, 2020**

3 Nearly all time billed by Berman and Todderud during the Interim Fee Period was for work in
4 connection with a single project: pursuing litigation before the Federal Energy Regulatory Commission
5 to recover refunds for the electric ratepayers of Pacific Gas and Electric Company for overcharges that
6 occurred during the 2000-2001 California energy crisis. The work has been going on for many years,
7 and resulted in several dozen settlement agreements and billions of dollars in recoveries, and the work
8 has largely focused on implementing those agreements in a way that will allow the books to be finally
9 closed out after the 2000-2001 California energy crisis. Because of the narrow scope of our work, it is
10 difficult to segregate the billable time into discrete project codes.

11 Separating our time into overlapping and subjective “project” categories would not
12 meaningfully aid in the review of our bills. Rather, we provide a description of our work under the
13 heading Project Billing and Narrative Statement of Services Rendered of the Fee Application.

14 **EXPENSE SUMMARY**
15 **FEBRUARY 1, 2020 THROUGH MAY 31, 2020**

16 Berman and Todderud did not incur reimbursable expenses during the Interim Fee Period.
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BERMAN AND TODDERUD LLP
Stan Berman
(stan@btlawllp.com)
Eric Todderud
(eric@btlawllp.com)
3502 Fremont Avenue N., Suite 2
Seattle, WA 98103
Tel: (206) 279-3272

Special Counsel for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

Bankruptcy Case No. 19-30088 (DM)

PG&E CORPORATION,

Chapter 11

- and -

(Lead Case) (Jointly Administered)

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

**FOURTH INTERIM FEE APPLICATION OF
BERMAN AND TODDERUD LLP FOR
ALLOWANCE AND PAYMENT OF
COMPENSATION AND REIMBURSEMENT OF
EXPENSES (FEBRUARY 1, 2020 THROUGH
MAY 31, 2020)**

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company
☒ Affects both Debtors

Date: TBD

Time: TBD

Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

Judge: Hon. Dennis Montali

** All papers shall be filed in the Lead Case
No. 19-30088 (DM).*

**Objection Deadline: July 28, 2020
4:00 p.m. (Pacific Time)**

Berman and Todderud LLP (“**Berman and Todderud**” or the “**Firm**”), Special Counsel for PG&E Corporation and Pacific Gas and Electric Company (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), submits this Fourth Interim Fee Application (the “**Interim Application**”) for allowance and payment of compensation for professional services rendered for the period commencing February 1, 2020, through May 31, 2020 (the “**Interim Fee Period**”), pursuant to the *Order Pursuant to 11 U.S.C §§ 331 and 105(a) and Fed. R. Bankr. P. 2016*

1 *for Authority to Establish Procedures for Interim Compensation and Reimbursement of Expenses of*
2 *Professionals*, entered on February 27, 2019 [Docket No. 701] (the “**Interim Compensation**
3 **Procedures Order**”), sections 330 and 331 of title 11 of the United States Code (the “**Bankruptcy**
4 **Code**”), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the
5 *Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees* (the
6 “**Northern District Guidelines**”), the *United States Trustee Guidelines for Reviewing Applications for*
7 *Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* (the “**UST Guidelines**”),
8 and the Local Bankruptcy Rules for the Northern District of California.

9 The Interim Application is based upon the points and authorities cited herein, the Declaration
10 of Eric Todderud filed concurrently herewith, the exhibits attached hereto and thereto, the pleadings,
11 papers, and records on file in this case, and any evidence or argument that the Court may entertain at
12 the time of the hearing on the Interim Application.

13 **CASE BACKGROUND AND STATUS**

14 **A. The Debtors’ Bankruptcy Proceedings**

15 The Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on
16 January 29, 2019 (the “**Petition Date**”). The Debtors continue to operate their businesses and manage
17 their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy
18 Code.

19 On February 12, 2019, the Office of the United States Trustee for the Northern District of
20 California (the “**U.S. Trustee**”) appointed an Official Committee of Unsecured Creditors in the
21 Debtors’ cases (the “**Creditors’ Committee**”). On February 15, 2019, the U.S. Trustee appointed an
22 Official Committee of Tort Claimants (the “**TCC**”). On May 29, 2019, upon the request of the U.S.
23 Trustee, the Court appointed Professor Bruce A. Markell as the fee examiner in these Chapter 11 Cases
24 (the “**Fee Examiner**”).

25 A description of the Debtors’ business, capital structure, and the circumstances leading to the
26 filing of these Chapter 11 Cases is set forth in the *Amended Declaration of Jason P. Wells in Support*
27 *of First Day Motions and Related Relief* [Docket No. 263].
28

1 **B. The Debtors' Retention of Berman and Todderud**

2 On July 3, 2019, the Court entered the *Order Pursuant to 11 U.S.C. § 327(e) and Fed. R.*
3 *Bankr. P. 2014(a) and 2016 for Authorizing the Retention and Employment Berman and Todderud*
4 *LLP as Special Counsel for the Debtors Effective as of February 1, 2019*, [Docket No. 2860] (the
5 “**Retention Order**”). A copy of the Retention Order is attached hereto as **Exhibit A**.

6 The Retention Order authorizes the Debtors to compensate and reimburse the Firm pursuant to
7 the Bankruptcy Code, the Bankruptcy Rules, the Northern District Guidelines, and any orders of the
8 Bankruptcy Court. Subject to the Firm’s application to the Court, the Debtors also are authorized by
9 the Retention Order to compensate Berman and Todderud at the Firm’s normal hourly rates for
10 services performed and to reimburse it for actual and necessary expenses incurred in accordance with
11 the disbursement policies of Pacific Gas and Electric Company (the “**Utility**”). The Retention Order
12 authorizes Berman and Todderud to “provide legal services with respect to legal issues related to the
13 California energy crisis of 2000-2001, including but not limited to, litigation at the Federal Energy
14 Regulatory Commission, and in various appellate courts, and with respect to other electric regulatory
15 matters that may arise.”²

16 On or about February 18, 2020, Berman and Todderud entered into a fee agreement providing
17 for continued services for calendar year 2020. A copy of the fee agreement was filed with the Court on
18 February 26, 2020 as an exhibit to the *First Supplemental Declaration of Eric Todderud Pursuant to*
19 *11 U.S.C. § 327(a) and Fed. R. Bankr. P. 2014(a) and 2016 on Behalf of Berman and Todderud LLP*
20 [Docket No. 5906].

21 **C. Professional Compensation and Reimbursement of Expenses Requested**

22 By this Interim Application, the Firm seeks interim allowance of compensation in the amount
23 of \$333,492, and payment of any unpaid amounts, including the withheld \$66,698.40 (20% of the
24 allowed fees) for the Interim Fee Period.

25 All services for which Berman and Todderud requests compensation were performed for or on
26 behalf of the Debtors. Berman and Todderud has received no payment and no promises for payment
27 from any source other than the Debtors for services rendered or to be rendered in any capacity
28

² Retention Order ¶ 3.

1 whatsoever in connection with the matters covered by this Interim Application.

2 There is no agreement or understanding between Berman and Todderud and any other person
3 other than the partners of Berman and Todderud for the sharing of compensation to be received for
4 services rendered in these cases. As of this date Berman and Todderud has been paid \$169,152.64 in
5 fees for the Interim Fee Period. That amount has been paid pursuant to the Interim Compensation
6 Order but not yet allowed.

7 The Firm has billed the Debtors in these Chapter 11 Cases in accordance with its existing
8 billing rates and procedures in effect during the Interim Fee Period. These rates are discounted from
9 the ordinary rates that Berman and Todderud charges for services rendered by its attorneys in
10 comparable matters and are reasonable given the compensation charged by comparably skilled
11 practitioners in similar matters in both the California and national markets. The Summary Sheet filed
12 herewith contains tables listing the Berman and Todderud attorneys who have performed services for
13 the Debtors during the Interim Fee Period, including their job titles, hourly rates, aggregate number of
14 hours worked in this matter, and the year in which each attorney was licensed to practice law. Berman
15 and Todderud maintains computerized time records, which have been filed in the docket with the
16 Firm's monthly fee statements, furnished to the Debtors, and served on counsel for the Creditors'
17 Committee and the TCC, the U.S. Trustee, and the Fee Examiner in the format specified by the Interim
18 Compensation Order.

19 **D. Budget and Budget-to-Actual Performance**

20 Berman and Todderud's February 18, 2020 fee agreement establishes an annual budget of
21 \$1,200,000 for the calendar year 2020, which averages to \$100,000 per month. Fees for the four-
22 month Interim Fee Period totaled \$333,492, and the average monthly fee for the Interim Fee Period
23 was \$83,373.

24
25 **JURISDICTION**

26 This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. sections 157 and 1334.
27 This is a core proceeding pursuant to 28 U.S.C. section 157(b). Venue is proper before this Court
28 pursuant to 28 U.S.C. sections 1408 and 1409.

1 **PROJECT BILLING AND NARRATIVE STATEMENT OF SERVICES RENDERED**

2 During the Interim Fee Period, Berman and Todderud attorneys expended 412.8 hours on
3 behalf of the Debtors. Mr. Berman bills the Utility at a rate of \$920 per hour, and Mr. Todderud bills
4 the Utility at a rate of \$692 per hour, for a blended attorney rate of \$807.88 during the Interim Fee
5 Period.

6 **A. Overview of the Nature of the Work of Berman and Todderud**

7 During the California energy crisis of 2000-2001, multiple wholesale power suppliers³ engaged
8 in market manipulation and other illegal conduct, resulting in billions of dollars of overcharges.⁴
9 Numerous proceedings ensued, mostly before the Federal Energy Regulatory Commission, to recover
10 overcharges from the eighty or so suppliers that were selling electricity into the California wholesale
11 markets at inflated prices. The Utility has been a lead complainant in most of those proceedings since
12 2000.⁵
13

14 Stan Berman has been the lead attorney for the Utility in these matters since 2000. Eric
15 Todderud became involved in or about 2004. Both attorneys have been the Utility's principal outside
16 counsel in the proceedings related to the energy crisis since that time.

17 Efforts to recover overcharges have been extremely successful. The California Parties have
18 entered into settlements with more than sixty suppliers. Through those settlements, the Utility and its
19 co-plaintiffs have recovered in excess of five billion dollars. Amounts that the Utility has recovered,
20 less expenses such as attorney fees, are paid directly to the Utility's ratepayers.
21

22 _____
23 ³ The Utility, along with Southern California Edison and San Diego Gas & Electric, were primarily
24 viewed as retail power suppliers serving millions of end-use customers. Companies such as Enron,
which did not have end-use customers but sold power to utilities that in turn sold the power to end-use
customers, are wholesale power suppliers.

25 ⁴ Descriptions of the types of manipulation that occurred and the devastation they caused are found in
26 *Public Utils. Comm'n of California v. FERC*, 462 F.3d 1027 (9th Cir. 2006); *MPS Merch. Svcs. Inc. v.*
FERC, 836 F.3d 1155 (9th Cir. 2016).

27 ⁵ Joining the Utility in these litigation efforts are Southern California Edison Company and San Diego
28 Gas and Electric Company, along with state agencies the Public Utilities Commission of the State of
California, the California Attorney General, and the California Energy Resources Scheduling Division
of the California Department of Water Resources. These entities are collectively referred to in that
litigation as the "California Parties."

1 Despite past successes, substantial work remains to be done. A few proceedings before FERC
2 are still pending, and market clearing efforts are underway. Mr. Berman and Mr. Todderud are
3 significantly involved in these and all other efforts related to the refund litigation. But it is difficult, if
4 not impossible, to segregate activities into discrete categories.

5 The following sections describe in general terms the categories of the work that Berman and
6 Todderud has performed during the Interim Period.

7 **B. Description of Work Performed**

8 The work of Berman and Todderud in connection with the litigation is now limited to a single
9 set of litigation cases pending before FERC (and related appeals) that truly constitutes a single project
10 or task. That litigation is in a phase referred to as the “settlement overlay,” and the vast majority of the
11 work of Berman and Todderud during the interim fee period relates to the settlement overlay.
12 Nonetheless, the following subsections describe and categorize the legal work we performed during the
13 Interim Fee Period and the amount of time spent on that work.

14 **1. Settlement Overlay**

15 Through various orders over the past nineteen years, FERC has reset prices that were charged
16 in wholesale power markets during the energy crisis. It has adopted a formula to calculate a proxy
17 price intended to reflect the prices that would have prevailed in the California power markets had there
18 not been market manipulation and other illegal conduct. And, it has ordered suppliers to pay refunds
19 based on the difference between the price charged and the proxy price.

20 Implementing those price adjustments, as well as other changes that FERC ordered, required a
21 “rerun” of the markets-recalculating who owes what to whom. The California Independent System
22 Operator (“ISO”) and the California Power Exchange (“PX”) operated the wholesale power markets
23 that were manipulated, and FERC ordered those entities to perform the initial refund rerun to reset
24 prices and calculate refunds based on the revised prices. That work required adjusting the prices in
25 millions of transactions that occurred during the energy crisis and reconciling the accounts to reflect
26 those adjustments. The ISO and PX filed the refund rerun results with FERC in 2016.

27 Once the refund rerun was completed, the California Parties, working in conjunction with the
28 ISO and PX, undertook the “settlement overlay” process—taking the refunds amounts and account

1 balances that the ISO and PX calculated in the refund rerun, and “overlaying” the refunds and other
2 adjustments established in the sixty-plus settlements that the California Parties have reached.

3 Although consultants are performing the necessary calculations, considerable legal work is
4 required as part of the settlement overlay process. Mr. Berman and Mr. Todderud reviewed those
5 calculations to ensure that the methodology is consistent with FERC orders and the relevant settlement
6 provisions. The attorneys had to address, in a fair and reasonable way, numerous categories of funding
7 shortfalls, shortfalls arising from defaults, and twenty years of FERC orders determining how market
8 clearing should be done. A significant portion of their work involves the interpretation and
9 implementation of the sixty-plus settlements that are part of the overlay. Indeed, questions involving
10 tens of millions of dollars have arisen over settlement-related issues and the attorneys have worked to
11 resolve those questions.

12 The settlement overlay process culminated in a filing at FERC on April 22, 2020. The
13 California Parties currently are working with other market participants to resolve issues and foreclose
14 objections to the filing.

15 Work on the settlement overlays constituted the largest portion of the billable time for the
16 Interim Fee Period, and much of the work described in the following of this Fee Application relates to
17 the settlement overlay. Now that the settlement overlay filing is complete, our work for the Utility has
18 diminished substantially, as reflected in the fee statements.

19 **2. Settlement Implementation/Escrows**

20 As part of the settlement process, the California Parties have created dozens of escrow
21 accounts, holding millions of dollars. The funds are retained in escrow because the settlements did not
22 resolve all aspects of the market, and thus funds needed to be retained until final market clearing –
23 which we are trying to implement through the settlement overlay process described above. Mr.
24 Todderud has had primary responsibility for overseeing administration of the escrows for close to
25 fifteen years. Work involved in administering escrows includes coordinating the escrow agent and the
26 escrow accountant’s work, ensuring that the utilities are reviewing escrow statements, and drafting
27 disbursement instructions – all in a fashion that must conform to the obligations imposed by the many
28 settlements that resulted in the creation of the escrows.

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2 **3. Settlement Implementation/Allocation Agreements**

3 Many of the sixty-plus settlements that the California Parties entered into over the past two
4 decades include payments that are made to the California Parties generally but not to individual
5 California Parties. The settlements permit the California Parties to allocate such payments among
6 themselves, and to re-allocate other settlement consideration among themselves.

7 To accomplish this allocation of funds, which total hundreds of millions of dollars, the
8 California Parties have entered into allocation agreements among themselves. Negotiating such
9 agreements has been time-consuming and sometimes contentious. Eric Todderud has had primary
10 responsibility for drafting and implementing such agreements during the Interim Fee Period.

11 **4. FERC Pleadings**

12 A portion of the work done during the Interim Fee Period has been to prepare pleadings in
13 connection with FERC dockets that remain active. Those pleadings are in the nature of updates to
14 FERC and litigants or are directed at litigation parties that have not settled with the California Parties.

15 **5. Fee Applications**

16 During the Interim Fee Period, the Firm submitted to the Court the Third Interim Fee
17 Application and monthly fee statements for the months of January 2020 through April 2020.

18 The Northern District Guidelines state that fees for preparing a fee application should not
19 exceed 5% of the amount of fees sought in the application. For the Interim Fee Period, Berman and
20 Todderud billed \$8511.60 in preparing the interim and monthly fee petitions. (This amount includes
21 fees incurred for preparing the January 2020 Monthly Fee Statement, which was in the Third Interim
22 Fee Period, but does not include fees for preparing the May 2020 Monthly Fee Statement, which were
23 incurred after the Fourth Interim Fee Period.) The amount of fees for the Interim Fee Period is
24 \$333,492. Thus, fees for preparing fee petitions were approximately 2.6% of the total fees.

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The professional services for which Berman and Todderud requests interim allowance of compensation and reimbursement of expenses were rendered and incurred in connection with the energy crisis litigation work on behalf of the Utility described above. Berman and Todderud's services have been necessary and beneficial to the Debtors and their ratepayers. Because their fees are deducted from recoveries that are then flowed to ratepayers, there is no impact on the estate or other creditors.

In accordance with the factors enumerated in section 330 of the Bankruptcy Code, the Firm respectfully submits that the amount requested by Berman and Todderud is fair and reasonable given the complexity of these Chapter 11 Cases, the time expended, the nature and extent of the services rendered, the value of such services, and the costs of comparable services other than in a case under the Bankruptcy Code. Moreover, Berman and Todderud has reviewed the requirements of the Interim Compensation Procedures Order, the Northern District Guidelines, and the UST Guidelines and believes that the Interim Application complies with all of them.

AVAILABLE FUNDS

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CONCLUSION

Berman and Todderud respectfully requests an interim allowance to Berman and Todderud for compensation in the amount of \$333,492, and an authorization for payment of any unpaid portion including the withheld amount of \$66,698.40 (20% of the allowed fees); and for such other and further relief as this Court deems proper.

Respectfully submitted,

BERMAN AND TODDERUD LLP

By: /s/ Eric Todderud
Eric Todderud

Special Counsel to Debtors and Debtors in Possession

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Notice Parties

PG&E Corporation
c/o Pacific Gas & Electric Company
Attn: Janet Loduca, Esq.
77 Beale Street
San Francisco, CA 94105

Weil, Gotshal & Manges LLP
Attn: Stephen Karotkin, Esq.
Jessica Liou, Esq.
Matthew Goren, Esq.
767 Fifth Avenue
New York, NY 10153

The Office of the United States Trustee for Region 17
Attn: Andrew Vara, Esq.
Timothy Laffredi, Esq.);
450 Golden Gate Avenue, 5th Floor, Suite #05-0153
San Francisco, CA 94102

Milbank LLP
Attn: Dennis F. Dunne, Esq.
Sam A. Khalil, Esq.
55 Hudson Yards
New York, NY 10001-2163

Milbank LLP
Attn: Paul S. Aronzon, Esq.,
Gregory A. Bray, Esq.,
Thomas R. Kreller, Esq.
2029 Century Park East, 33rd Floor
Los Angeles, CA 90067

Baker & Hostetler LLP
Attn: Eric Sagerman, Esq. and
Cecily Dumas, Esq.
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025-0509

Bruce A. Markell, Fee Examiner
541 N. Fairbanks Ct., Ste 2200
Chicago, IL 60611-3710

Scott H. McNutt
324 Warren Road
San Mateo, California 94402

Schedule 1

**Fees for Preparation of Third Interim Fee Application (February 1, 2019 – May 31, 2019)
[Docket No. 6252, Filed March 11, 2020]**

Date	Attorney	Time	Amount
2/12/20	Todderud	2.3	\$1,591.60
2/18/20	Todderud	2.1	\$1,453.20
2/21/20	Todderud	1.7	\$1,176.40
3/9/20	Todderud	1.7	\$1,176.40
3/11/20	Todderud	0.5	\$346.00
TOTAL		8.3	\$5,743.60

Schedule 2

Fees for Preparation of Monthly Fee Statements

Fee Statement	Date	Attorney	Time	Amount
January	2/11/20	Todderud	0.5	\$346.00
	3/2/20	Todderud	0.8	\$553.60
February	3/26/20	Todderud	1.2	\$830.40
	3/30/20	Todderud	0.4	\$276.80
March	4/27/20	Todderud	0.6	\$415.20
	4/30/20	Todderud	0.2	\$138.40
	5/1/20	Todderud	0.3	\$207.60
TOTAL			4.0	\$2,768.00